

## **Exhibit A**

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS.

TRIAL COURT OF MASSACHUSETTS  
SUPERIOR COURT DIVISION  
CIVIL ACTION NO. 18-1502-C

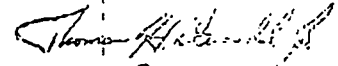
RONNIE ARIAS,  
Plaintiff,

IN THE SUPERIOR COURT  
FOR THE COUNTY OF ESSEX

v.

OCT 17 2018

ANTHONY T. RENDLEMAN and  
HIRSCHBACH TRANSPORTATION  
SERVICES, INC.  
Defendants

  
CLERK

**COMPLAINT & JURY DEMAND**

1. The Plaintiff, Ronnie Arias, is an individual residing at 16 Aubrey Terrace, Lynn, Essex County, Massachusetts.
2. The Defendant, Anthony T. Rendleman, is an individual with a last known address of 3324 Northwynn Road, Gastonia, North Carolina.
3. Jurisdiction over the Defendant, Anthony T. Rendleman, is proper pursuant to one or more of the following:
  - a. The Defendant's transacting business in the Commonwealth of Massachusetts;
  - b. The Defendant's contracting to supply services or things in the Commonwealth of Massachusetts;
  - c. The Defendant's causing tortious injury by an act or omission in the Commonwealth of Massachusetts; and or,
  - d. The Defendant's causing tortious injury in the Commonwealth of Massachusetts by an act or omission outside the Commonwealth and regularly doing or soliciting business, or engaging in any other persistent course of conduct or deriving substantial revenue from goods used or consumed or services rendered, in the Commonwealth of Massachusetts, as set forth in Massachusetts General Laws, Chapter 223A, Section 3.
4. The Defendant, Hirschbach Transportation Services, Inc. is a foreign corporation having a principal place of business at 18355 Highway 20 West, East Dubuque, Illinois.
5. Jurisdiction over the Defendant, Hirschbach Transportation Services, Inc. is proper pursuant to one or more of the following:
  - a. The Defendant's transacting business in the Commonwealth of Massachusetts;
  - b. The Defendant's contracting to supply services or things in the Commonwealth of Massachusetts;
  - c. The Defendant's causing tortious injury by an act or omission in the Commonwealth of Massachusetts; and or,
  - d. The Defendant's causing tortious injury in the Commonwealth of Massachusetts by an act or omission outside the Commonwealth and regularly doing or soliciting business, or engaging in any other persistent course of conduct or deriving substantial revenue from goods used or consumed or services rendered, in the Commonwealth of Massachusetts, as set forth in Massachusetts

General Laws, Chapter 223A, Section 3.

6. On or about October 19, 2015, the Plaintiff, Ronnie Arias, was in the course and scope of his employment while he was traveling on Waterhill Street in Lynn, Essex County, Massachusetts.
7. On or about October 19, 2015, the Defendant, Anthony T. Rendleman, was operating a tractor trailer truck in a cargo bay area off of Waterhill Street in Lynn, Essex County, Massachusetts.
8. On or about October 19, 2015, the Defendant, Hirschbach Transportation Services, Inc, was the owner of the tractor trailer truck which was operating in the cargo bay area off of Waterhill Street in Lynn, Essex County, Massachusetts.

COUNT I

9. The Plaintiff repeats and reavers paragraphs 1 through 8 as if realleged herein.
10. On or about October 19, 2015, the Defendant, Anthony T. Rendleman, negligently operated his motor vehicle by failing to yield the right of way and pulling out of the cargo bay area thereby striking the Plaintiff's vehicle and causing him to sustain serious personal injury.
11. As a direct and proximate result of the Defendant, Anthony T. Rendleman's negligence, the Plaintiff, Ronnie Arias, was caused to incur medical expenses, was caused to lose time and income from his employment, and has suffered and continues to suffer an impairment to his ability to enjoy life and attend to his usual activities.
12. At all times material herein, the Plaintiff, Ronnie Arias, was in the exercise of due care and free from all comparative negligence.
13. The Plaintiff, Ronnie Arias, has satisfied all conditions precedent to the bringing of this cause of action.

WHEREFORE, the Plaintiff, Ronnie Arias, demands judgment against the Defendant, Anthony T. Rendleman, in the amount of his damages, plus cost and interest and reasonable attorney's fees.

THE PLAINTIFF DEMANDS A TRIAL BY JURY ON THIS CAUSE OF ACTION.

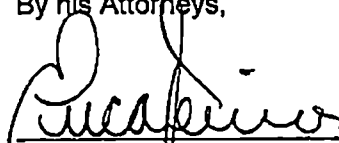
COUNT II

14. The Plaintiff repeats and reavers paragraphs 1 through 13 as if realleged herein.
15. As a direct and proximate result of the negligence of the person for whose conduct the Defendant, Hirschbach Transportation Services, Inc., was legally responsible, the Plaintiff, Ronnie Arias, was caused to incur medical expenses, was caused to lose time and income from his employment and has suffered and continues to suffer an impairment to his ability to enjoy life and attend to his usual activities.
16. At all times material herein, the Plaintiff, Ronnie Arias, was in the exercise of due care and free from all comparative negligence.
17. The Plaintiff, Ronnie Arias, has satisfied all conditions precedent to the bringing of this cause of action.

WHEREFORE, the Plaintiff, Ronnie Arias, demands judgment against the Defendant, Hirschbach Transportation Services, Inc., in the amount of his damages, plus cost and interests and reasonable attorney's fees.

THE PLAINTIFF DEMANDS A TRIAL BY JURY ON THIS CAUSE OF ACTION.

Respectfully Submitted,  
The Plaintiff,  
By his Attorneys,

A handwritten signature in black ink, appearing to read "Erica L. Pereira", is written over a horizontal line.

Erica L. Pereira, Esq.  
BBO #: 676642  
George N. Keches, Esq.  
BBO #: 263500  
KECHES LAW GROUP, P.C.  
122 Dean Street  
Taunton, MA 02780  
Tel. No.: (508) 822-2000

CIVIL ACTION COVER SHEET		DOCKET NUMBER <b>18-1502-C</b>	Trial Court of Massachusetts The Superior Court	
PLAINTIFF(S): <u>Ronnie Arias</u>		COUNTY: <u>Essex</u>		
ADDRESS: <u>16 Aubrey Terrace, Lynn, MA 01902</u>				
ATTORNEY: <u>Erica L. Perelra, Esq., Keches Law Group, P.C.</u>		DEFENDANT(S): <u>Anthony T. Rendleman and Hirschbach Transportation Services, Inc.</u>		
ADDRESS: <u>122 Dean Street, Taunton, MA 02780</u>		ADDRESS: <u>Rendleman: 3324 Northwynn Road, Gastonia, NC 28052</u>		
		Hirschbach: 18355 Highway 20 West, East Dubuque, IL 61025		
BBO: <u>676642</u>				
TYPE OF ACTION AND TRACK DESIGNATION (see reverse side)				
CODE NO. <u>B03</u>	TYPE OF ACTION (specify) <u>Motor Vehicle Negligence - Personal Injury/Property</u>	TRACK <u>F</u>	HAS A JURY CLAIM BEEN MADE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
*If "Other" please describe: _____				
STATEMENT OF DAMAGES PURSUANT TO G.L. c. 212, § 3A				
The following is a full, itemized and detailed statement of the facts on which the undersigned plaintiff or plaintiff counsel relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages only.				
<b>TORT CLAIMS</b> (attach additional sheets as necessary)				
A. Documented medical expenses to date:				
1. Total hospital expenses				\$2,527.00
2. Total doctor expenses				\$620.00
3. Total chiropractic expenses				\$8,351.00
4. Total physical therapy expenses				\$11,498.00
5. Total other expenses (describe below)				Subtotal (A):
				\$33,600.00
B. Documented lost wages and compensation to date				\$
C. Documented property damages to date				\$
D. Reasonably anticipated future medical and hospital expenses				\$
E. Reasonably anticipated lost wages				\$
F. Other documented items of damages (describe below)				\$
G. Briefly describe plaintiff's injury, including the nature and extent of injury: The Plaintiff sustained injuries to his neck, back, right wrist and left knee which required extensive physical therapy.				TOTAL (A-F): \$45,098.00
<b>CONTRACT CLAIMS</b> (attach additional sheets as necessary)				
Provide a detailed description of claims(s):				TOTAL: \$
Signature of Attorney/Pro Se Plaintiff: X <u>[Signature]</u>				Date: <u>10/12/18</u>
RELATED ACTIONS: Please provide the case number, case name, and county of any related actions pending in the Superior Court.				
CERTIFICATION PURSUANT TO SJC RULE 1:18				
I hereby certify that I have complied with requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods of dispute resolution.				
Signature of Attorney of Record: X <u>[Signature]</u>				Date: <u>10/12/18</u>